

REGISTRATION NO. 9431-A
FILED 1978

DEC 27 1978 - 9 12 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO EQUIPMENT LEASE NO. 2

Dated as of December 15, 1978

Between

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY
OF CHICAGO,
as Trustee under Chicago North Western Trust No. 78-1

as Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,

as Lessee

(Chicago North Western Trust No. 78-1)
(200 Enclosed Auto Racks)

FIRST AMENDMENT TO EQUIPMENT LEASE NO. 2

FIRST AMENDMENT dated as of December 15, 1978 between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under an Amended and Restated Equipment Leasing Trust Agreement dated as of March 1, 1978 (the "Lessor") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (the "Lessee").

RECITALS:

A. The Lessor and the Lessee have heretofore entered into an Equipment Lease No. 2 dated as of March 1, 1978 (the "Lease") providing for the lease and delivery by the Lessor to the Lessee of certain Equipment more fully described in Schedule A attached to the Lease.

B. The Lease was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on June 8, 1978 and has been assigned recordation No. 9431.

C. The Lessor and the Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, the Lessor and the Lessee hereby agree as follows:

1. Schedule A to the Equipment Lease attached to this First Amendment shall be substituted for the Schedule A to the Equipment Lease attached to the Lease as originally executed.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Equipment Lease No. 2 dated as of March 1, 1978" without making specific reference to this First Amendment but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

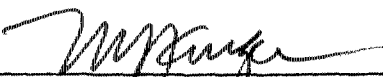
The First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be duly executed all as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee under Chicago North
Western Trust No. 78-1


[Seal]

By


Vice President

Attest:


LESSOR


Trust Officer

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

[Seal]

By


Vice President

Attest:

LESSEE


Assistant Secretary

State of Illinois))
County of Cook) SS

On this 26th day of December, 1978, before me personally appeared M. J. Kruger, to me personally known, who being by me duly sworn, says that he is the Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Diane L. Baxter

My Commission expires:

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 30 1981
ISSUED THRU ILLINOIS NOTARY ASSOC.

State of Illinois))
County of Cook) SS

On this 20th day of December, 1978, before me personally appeared J. M. Butler, to me personally known, who being by me duly sworn, says that he is the Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Kathleen A. Slezak

My commission expires: 8/3/82

DESCRIPTION OF ITEMS OF EQUIPMENT

MANUFACTURER: Whitehead & Kales Company

PLANT OF MANUFACTURER: Detroit, Michigan

DESCRIPTION OF EQUIPMENT: 175 Enclosed Tri-Level Auto Racks, Whitehead & Kales Serial Numbers 65195 through 65484 (each Rack to bear two consecutive numbers) and 25 Enclosed Bi-Level Auto Racks, Whitehead & Kales Serial Numbers 65585 through 65634 (each Rack to bear two consecutive numbers)

SPECIFICATIONS: Per Letters of Chicago and North Western Transportation Company dated March 30, 1977 and February 15, 1978, each to Whitehead & Kales Company; per Proposals dated December 16, 1977 and December 21, 1977 of Whitehead & Kales Company to Chicago and North Western Transportation Company; and per Letter of Whitehead & Kales Company dated March 22, 1978 to Chicago and North Western Transportation Company

PURCHASE PRICE: Not to exceed \$34,900 per Item (\$6,107,500 for 175 Items) for 175 Tri-Level Auto Racks and \$28,000 per Item (\$700,000 for 25 Items) for 25 Bi-Level Auto Racks

DELIVERY TO: Chicago and North Western Transportation Company

PLACE OF DELIVERY: Detroit, Michigan

ESTIMATED DELIVERY DATE: September, 1978-March, 1979

OUTSIDE DELIVERY DATE: March 31, 1979

SCHEDULE A
(to Equipment Lease No. 2)

No. 8-3314550

Date.....

Fee \$14.00

Interstate Commerce Commission
Washington, D.C.

RECORDATION NO. 9431-A
DEC 27 1978 9 25 AM

INTERSTATE COMMERCE COMMISSION
ICC Washington, D. C.

Gentlemen:

Enclosed for recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, are the original and seven counterparts of a First Amendment to Equipment Lease dated as of December 15, 1978, which amends the Equipment Lease No. 2 dated as of March 1, 1978, which we filed and recorded in the Office of the Secretary of the Interstate Commerce Commission at 2:15 p.m. on ~~July~~ June 8, 1978 and assigned recordation No. 9431.

The general description of the railraod equipment covered by the enclosed document is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor: Continental Illinois National
Bank and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

Lessee: Chicago and North Western
Transportation Company
400 West Madison Street
Chicago, Illinois 60606

The undersigned is the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

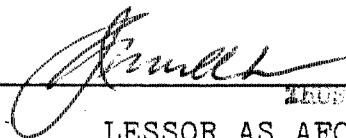
Please return the original and six copies of the First Amendment to Equipment Lease No. 2 to Michael G. McGee, Esq., Chapman and Cutler, 111 W. Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in an amount covering the required recording fee.

Very truly yours,

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, not in its individual
capacity but solely as Trustee

By



TRUST OFFICER

LESSOR AS AFORESAID

Enclosures

C. Dunbar
C.P. Karvonen

RECEIVED
DEC 27 1978
FEE OPERATIONS
CHICAGO

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